

**NORTH CAROLINA
GASTON COUNTY**

**INTERLOCAL AGREEMENT FOR REAL PROPERTY
DEVELOPMENT AND ENFORCEMENT SERVICES**

This Agreement is made and entered into this _____ day of _____, 2021, by and between the City of Gastonia, a North Carolina municipal corporation (hereinafter referred to as “Gastonia”), the City of Lowell, a North Carolina municipal corporation (hereinafter referred to as “Lowell”), Gaston County, a body politic and a subdivision of the State of North Carolina (hereinafter referred to as “County”) and Northpoint Development, LLC, a Missouri Limited Liability Company (hereinafter referred to as “Owner”).

WITNESSETH:

WHEREAS, Article 20 of Chapter 160A of the North Carolina General Statutes authorizes units of local government to enter into contracts with each other in order to execute any undertaking including the contractual exercise by one unit of local government for one or more other units of any administrative or governmental power, function, public enterprise, right, privilege, or immunity of local government; and,

WHEREAS, Owner is the owner of that certain parcel or parcels of real property designated as Gateway85 (hereinafter the “Property”) and has proposed the Property be developed for commercial purposes to include multiple large scale commercial or industrial buildings together with all necessary transportation, street and utility infrastructure needed to support such development; and,

WHEREAS, a portion of the Property is located within the municipal boundaries of Gastonia and a portion of the Property is located within the municipal boundaries of Lowell; and,

WHEREAS, the development of the Property will inure to the benefit of the citizens of Gaston County, Gastonia, and Lowell by increasing the tax base, diversifying the economy and providing jobs; and,

WHEREAS, Gastonia, Lowell, and County desire to promote the most efficient development of the Property for the benefit of their citizens by providing that one jurisdiction act as lead agency for submission of plans and permit requests, coordinating review and approval of such requests, and for building plan review, inspection and enforcement services required for the proposed development; and,

WHEREAS, Lowell and County have previously entered into an Interlocal Agreement for the Inspection of Unsafe Buildings Inside Lowell City Limits dated October 13, 2013, and intend by execution of this Interlocal Agreement to exempt the Property referenced above from that agreement so that Gastonia can act as lead agency for submission of plans and permit requests, coordinating review and approval of such requests, and for building plan review, inspection and enforcement services required for the proposed development as described further herein; and

WHEREAS, Owner wishes to join in the execution of this Agreement for the purpose of providing written consent to the terms of this Agreement as may be provided in North Carolina General Statutes Section 160D-203:

NOW, THEREFORE, it is agreed by the parties hereto that Gastonia through its Development Services Department and Two Rivers Utilities shall receive all development plans and permit requests, coordinate with respect to the timing of review and approval, including any necessary planning or

engineering approval by the City of Lowell, and shall provide all building plan review, inspection and enforcement services required for the development of the Property, whether located within the municipal boundaries of Gastonia or the municipal boundaries of Lowell on the terms and conditions set forth below:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions for the governmental entities to cooperate with respect to the receipt of development plans and permit requests, to coordinate timely review and/or approval of such plans or permit requests, to provide an efficient process for invoicing and payment of fees and charges relating to development and enforcement services, and for Gastonia to contract with County and Lowell to serve as the lead agency for building plan review, inspection, and enforcement services for the development of the Property. This Agreement is not to establish any kind of joint agency or partnership agreement between the parties.

2. Term. The term of this Agreement shall be for an initial term of three (3) years from the date that this Agreement is fully executed by both parties. This Agreement shall automatically renew each year thereafter for successive one (1) year terms unless terminated as provided herein.

3. Responsibilities.

A. Gastonia, through its Development Services Department and Two Rivers Utilities, agrees to timely review Development Plans, including site plans and/or permit requests with regard to that portion of the Property lying within the municipal boundaries of Gastonia; to cooperate with Lowell in furtherance of timely responses to all development plans, permit requests, and inspections; to receive all development plans and permit requests through its Planning Services portal or by other equivalent methods; to provide Lowell with timely notice of the receipt of such plans or permit requests relating to property lying within the municipal boundaries of the City of Lowell; to provide building plan review, any and all inspection services, and any and all ordinance enforcement services; and to provide any and all water and sewer services needed in connection with the development of the Property.

B. Lowell, through its Development Services Department and/or Planning Department, agrees to timely review Development Plans, including site plans and/or permit requests with regard to that portion of the Property lying within the municipal boundaries of Lowell and to cooperate with Gastonia in furtherance of timely responses to all development plans, permit requests, and inspections. Gastonia, County and Lowell agree that while providing building plan review, inspection and enforcement services, Gastonia shall be authorized to and shall apply and enforce the respective Development Ordinances applicable to the portion of the Property where such inspection or enforcement services are being performed. County and Lowell do hereby confer upon Gastonia the necessary geographical and subject matter jurisdiction to carry out the intent of this Agreement on behalf of County and Lowell with regard to that portion of the Property located within the municipal boundaries of Lowell.

C. Gastonia shall invoice, collect and retain all fees for Development Services, including site plan review and engineering review, relating to the portion of the Property lying or situated within the municipal boundaries of the City of Gastonia; and shall invoice, collect and retain all fees for building plan review, inspections or enforcement, according to the fee schedules of the respective Development Ordinances, for all portions of the Property subject to this Agreement.

D. Lowell shall invoice, collect and retain all fees for Development Services, including site plan review and engineering review, relating to the portion of the Property lying or situated within the municipal boundaries of the City of Lowell.

E. Upon proper completion of construction of the water and sewer utilities by the owner of the Property, Gastonia shall accept said utilities into its Two Rivers Utilities system and shall provide all water

and sewer services to the Property in accordance with the rate schedule adopted by the City Council of the City of Gastonia. All fees associated with the provision of water and sewer services to the Property shall be retained by Gastonia, provided that stormwater fees associated with any portion of the property lying within the municipal boundaries of Lowell shall be remitted to Lowell.

F. Electric service to the property shall be supplied in accordance with the service rights established pursuant to North Carolina General Statute.

G. Upon proper completion of construction and dedication to the public of the streets serving the Property by the owner of the Property, Gastonia and Lowell shall each accept and maintain any portion of said streets that lie within their respective municipal boundaries.

H. County shall assess and collect all ad valorem taxes associated with any portion of the Property or any building constructed on the Property which lies within the boundaries of either Gastonia or Lowell, and shall remit the municipal ad valorem taxes collected from the Property to the respective municipality in which the property subject to municipal ad valorem taxes were located.

4. Geographic and Subject Matter Jurisdiction. To the fullest extent permitted by the laws of the State of North Carolina and the United States, County and Lowell hereby grant to Gastonia the authority to enforce the respective land development ordinances as they now exist or as they may hereinafter be adopted and shall exercise and provide enforcement services using the applicable land development ordinances according to where the Property or portion of the Property is situated., Gastonia hereby accepts the authority herein granted and agrees fully and faithfully to perform the duties and responsibilities implied by the acceptance of this grant subject to the terms and conditions of this Agreement. Gastonia shall have the authority to enforce the code and ordinances in the geographical jurisdiction stated in Exhibit "A", which is attached hereto and incorporated by reference.

5. Amendment. This Agreement may not be amended or modified except in a writing executed by all parties hereto.

6. Entire Agreement and Severability. This Agreement is the only agreement between the parties relating to the purpose or subject matter described in paragraph 1, and contains all the terms agreed upon, and replaces any previous agreements regarding the subject matter. This Agreement has no effect upon enforcement of codes or ordinances not specifically mentioned herein. If any part of this Agreement is held invalid such decision shall not render the remainder of the document invalid.

7. Waiver of Immunity. No portion of this Agreement shall be deemed to constitute a waiver of any immunities which County or Gastonia or Lowell or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care on the part of either party to any persons not a party to this Agreement.

8. Termination. Upon completion of the development of the Property, this agreement may be terminated for convenience by any party by giving 60 days' written notice to the all other parties.

9. Notice. Any written notice to be given hereunder by either party to all other parties shall be by certified mail, return receipt requested to the addresses set forth below. Any party may change the address for notice to it by giving written notice of such change in accordance with the provisions of this section.

City of Gastonia
Attention City Manger
P.O. Box 1748
Gastonia, NC 28053-1748

Gaston County
Attention County Manager
P. O. Box 1758
Gastonia, NC 28053-1758

City of Lowell
Attention City Manager
1010 W. First Street
Lowell, NC 28098

NorthPoint Development, LLC
4825 NW 41st Street, Suite 500
Riverside, MO 64150

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate for themselves for their duly authorized officers on the day and year first above written.

City of Gastonia

By: _____
Walker E. Reid, III, Mayor

Attest:

Suzanne J. Gibbs, City Clerk

Approved as to Form:

L. Ashley Smith, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the (Deputy) City Clerk of the City of Gastonia and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its (Deputy) City Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

Gaston County

By: _____
Its: _____

Attest:

Clerk to the Board of Commissioners

Approved as to Form

County Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____, this day, personally appeared before me this day and acknowledged that she is the Clerk of the Gaston County Board of Commissioners and that pursuant to the act of Gaston County, the foregoing instrument was signed in its name by Dr. Kim Eagle, County Manager, sealed with its corporate seal and attested by her as its Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 2020.

Notary Public

My Commission Expires: _____

City of Lowell

By: _____
Sandy Railey, Mayor

Attest:

City Clerk

Approved as to Form

City Attorney

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that she is the City Clerk of the City of Lowell and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____

NorthPoint Development, LLC, Owner

By: _____

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that _____ personally appeared before me this day and being duly sworn, acknowledged that he/she is the President/General Partner/Manager (circle correct title) of NorthPoint Development, LLC, a Missouri limited liability company and that by authority duly given and as the act of the company, the foregoing instrument was signed in its name by him/her as the act and deed of said company.

WITNESS my hand and Notarial Seal, this the ____ day of _____, 20__.

Notary Public

My Commission Expires: _____